

Dear UAW Local 2322 Member.

Here is your Union Contract, which sets forth your hours, wages, benefits and other working conditions. This contract is *legally binding* and is enforced through the grievance procedure included in this contract.

The benefits in this contract are the result of your hard work and dedication and came after many months of negotiating with your employer. These benefits are yours and your employer does not have the right to take them away. When the employer violates the contract, your rights and the rights of your co-workers are undermined. Don't be shy about standing up for your rights. This is a union and you are not alone.

Keep this contract so that you may refer to it when the need arises. If you lose your copy, we can provide you with another. When you have a problem or question, the union is as close as the phone. Call your union steward or the UAW Local 2322 office.

Finally, I would like to end with an important right you have as a unionized employee. If you are being told to attend a meeting with a supervisor and you have a reasonable belief that discipline or other adverse consequences may result from what you say in the meeting, you have the right to request union representation. This right is guaranteed by the "Weingarten" Supreme Court decision which ensures that you have the right to have a union representative at any investigatory or grievance meeting. Here is what to say:

"If this discussion could in any way lead to my being disciplined in any manner, up to and including my being suspended or terminated, and becoming part of my personnel record, I respectfully request that my union steward or union representative be present to assist and represent me at the meeting. Without representation present, I choose not to participate in this discussion."

I hope that you will become involved in your union. The union is only as strong as the membership, so we ask you to lend us your muscle by taking the time to get involved. You could be a steward, serve on Joint Council or other committee meetings, organize more workers into our union or be involved in many other activities. Come by the union office or give us a call. We want you to get involved.

In solidarity,  
Local 2322  
United Auto Workers

When a question or problem arises, talk to your union steward. (A steward is an elected representative who helps employees with problems in the workplace.) If you do not know your union steward or if you need additional help, call the union office:

UAW Local 2322  
4 Open Square Way #406  
Holyoke, MA 01040  
800-682-0269 or 413-534-7600

*Protect these hard won benefits and rights. Read your contract.  
Know your rights. Know your benefits.*

**AGREEMENT**

Between

**HOUSEKEEPERS UNIT**

**LOCAL 2322**

**UNITED AUTOMOBILE, AERONAUTICAL AND  
AGRICULTURAL IMPLEMENT WORKERS  
(UAW) AFL-CIO**

and

**MOUNT HOLYOKE COLLEGE**

**JULY 1, 2021 – JUNE 30, 2023**

Modified extension ratified 6/23/2021

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## **ARTICLE 1 RECOGNITION**

**1.1** In accordance with the certification of the National Labor Relations Board, Mount Holyoke College (hereinafter known as the College) recognizes Local 2322, United Automobile, Aerospace & Agricultural Implement Workers of America (UAW), as well as the International Union (United Automobile, Aerospace, and Agricultural Implement Workers) separate and with Local 2322, UAW (hereinafter known as the Union) as the sole and exclusive bargaining representative for all persons who are employed in the category of Housekeeper or Lead Housekeeper, including full-time or part-time, who regularly work half time (20) hours or more per week.

**1.2** The terms “employee” and “employees” as used in this Agreement refer to only such persons who are within the bargaining unit, as defined above. The term full-time employee is defined as an employee regularly scheduled to work forty (40) hours in a one-week period. The term part-time employee is defined as an employee regularly scheduled to work half time twenty (20) hours per week, but less than forty (40) hours per week, and excluding all other employees, professional employees, office clerical employees, guards and supervisors, student employees, and substitute employees, who are substituting for regular employees on leave.

Although, it is not the Colleges intent to hire employees into the Housekeeping unit who would regularly work less than half time, if at some point during the life of this Agreement, the College did do so, these employees would be recognized as members of the unit and would receive wages as specified in the contract but would not be eligible to participate in benefits.

It is not the College’s intent to undermine the Housekeeping unit by hiring temporary employees for extended periods. There are occasions, however, when regular continuing employees are on extended absences, e.g., work-related injury, which might necessitate a placement of a temporary employee for a more extended period.

## **ARTICLE 2 UNION SECURITY**

**2.1** Effective on the date of this Agreement, all present employees who are members of the Union on the effective date of this Agreement, shall as a condition of employment remain members of the Union in good standing to the extent of tendering membership dues and initiation fees uniformly required of all members of the Union.

**2.2** All present employees who are not members of the Union on the effective date of this Agreement, and all new employees hired on or after the effective date of this Agreement, shall as a condition of employment, with thirty (30) days after the effective date of this Agreement or thirty days after their date of hire, whichever is later, become and remain members of the Union in good standing, to the extent of tendering membership dues and initiation fees uniformly required of all members of the Union.

**2.3** Non-payment of dues and initiation fees shall be the only reason for the Union to recommend dismissal of any employee under this Article.

## **ARTICLE 3 DUES DEDUCTION**

**3.1** At the time of hire the College agrees to have all bargaining unit employees sign a union card and then remit to union.

**3.2** The College agrees that it will deduct from earned wages, per pay period, Union initiation fees and dues fixed in accordance with the constitution of the Union, of those employees (including summer help) who give their written authorization to the College to make such deductions. With each remittance, the employer will provide in excel the Union with a list of names of employees, employees ID #, hours worked, rate of pay, wages subject to dues/agency fee and the dates and amounts of deductions made for each employee. The College shall remit to the Union the dues deduction check within ten (10) days of the last payroll date of the month.

**3.3** The Union shall indemnify the College and hold it harmless against any and all claims, demands, or other forms of liability that may arise out of any action taken by the College in fulfilling the terms of this Article.

**3.4** The College agrees to provide an updated listing of bargaining unit members to the Union local office quarterly. Information that will be provided in excel will include names of employees eligible for union membership, date of initial hire at the College, date in current position in the Housekeeping unit, hourly rate, FTE, and personal biographical information such as home address, email, telephone number to the extent that the College has such information.

## **ARTICLE 4 BULLETIN BOARDS**

The College agrees to provide up to two (2) bulletin boards, for the Union to post notices of Union meetings, elections of officers, or notices of Union recreational, educational, or social activities. All other postings will be submitted to and subject to the approval of the Director of Human Resources or their designee prior to posting. Approval will not be withheld in an arbitrary or capricious manner.

## **ARTICLE 5 MANAGEMENT RIGHTS**

**5.1** The right to manage the business and operations of the College in all respects; to determine policy matters from time to time; to direct the employees, including the right to make and enforce rules governing efficiency, safety, and attendance, and other working conditions; the right to hire, promote, determine assignments, transfer, layoff, discipline, suspend or discharge for just cause; the right to assign to jobs; to increase, decrease and determine the size and makeup of the working force; the right to change or reschedule working hours or days and to require a reasonable amount of overtime; the right to determine the number, location and relocation of any work sites or facilities; the movement and interchange of work and equipment between sites; the right to establish standard methods, processes and means by which operations are conducted; and the right to establish standards of quantity and quality are rights vested exclusively in the College, provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement. These enumerated functions of management are not all inclusive but indicate the type of matters or rights which are retained rights of the College.

## **ARTICLE 6**

### **MANAGEMENT RESPONSIBILITIES**

**6.1** The Housekeeping Supervisor agrees to meet with Lead Housekeepers and Housekeepers upon return from any absence of five (5) days or more to provide any information and updates. Lead Housekeepers and Housekeepers will report to the office first thing in the morning on their first day back to work.

**6.2** Lead Housekeepers and Housekeepers will receive a performance evaluation on an annual basis. Housekeepers will be given the opportunity to give feedback on management's performance during this process as well. Performance evaluations are intended to help employees recognize their own potential contribution to the college, participate in continuous feedback and support, and remain flexible to accommodate situational changes.

## **ARTICLE 7**

### **UNION STEWARDS**

**7.1** The Union will notify the College who the Steward(s) and unit chair are and let the College know of any changes. The unit chair is a co-chair/spokesperson of the labor/management meeting. The unit chair is also a Steward. The position is held by majority vote.

One alternate Steward will be elected and will actively serve in the Steward capacity only in the event that neither of the primary Stewards is available. Training for this alternative Steward will be provided by the Union on unpaid, non-work time.

**7.2** The College will make reasonable adjustments to the work schedules of up to two (2) employees as Union officials to permit their attendance at Local Union meetings.

**7.3** The College will provide a total of 80 hours of paid release time per year to permit bargaining unit members to attend union training. A one (1) week notice will be provided to employee's supervisor for any training that is one day in length or less. A two (2) week notice will be provided if training is longer than one day. Union may request additional unpaid release time for bargaining unit members to attend further training.



**7.4** The Steward(s) or unit chair may receive complaints and process grievances (step 1, 2, and 3 only) during normal working hours by the Union Representative and the employee involved in the grievance meetings. The College agrees that where steps 1, 2, and 3 of the grievance procedure take place during normal working hours, the College will pay only for steps 1, 2, and 3 for time lost by any union representative and the employee involved in the grievance meetings.

**7.5** No more than one Steward or unit chair shall be involved in the adjustment or settling of a grievance or any concern or issue unless it is agreed between the College and the Union that the presence of the second Steward is justified.

**7.6** The College agrees to provide this reasonable amount of paid release time to Stewards provided that they notify their supervisor prior to leaving their work place and further that the time they spend in such activities is at the end of their regular work day, if possible, so as to minimize disruption of work. This release time cannot infringe on the operations of the Housekeeping unit or the College and is intended to provide Stewards time to meet with other Union Housekeepers and management to discuss grievances and address issues of concern which specifically relate to the effective administration of this Agreement.

**7.7** Up to two (2) Stewards and/or unit chair(s) are to be granted super seniority for purposes of layoffs. If there are more than two (2) Stewards at the time of a layoff, the two (2) Stewards with the greatest campus-wide seniority will be granted super seniority.

**7.8** Non-employee union representatives should not be meeting with employees in the residence halls. Therefore, they should arrange to confer with employees outside the residence halls.

## **ARTICLE 8**

### **LABOR-MANAGEMENT COMMITTEE**

**8.1** There shall be a Labor-Management committee consisting of members of union and management. Five bargaining unit members (chosen by the Union), including the unit chair, and the union representative, shall meet every six weeks with representatives of the College for the purpose of a productive discussion and feedback concerning policies, staffing, and

other matters of concern. On occasion, as the parties agree additional members of management or members of the bargaining unit may be invited as the subject matter to be discussed warrants. The parties shall meet at times mutually agreeable to each. The Union representatives will be paid for this meeting that shall not exceed 1.5 hours for each meeting, unless mutually agreed to meet for longer. If there is mutual agreement, the Labor-Management committee may skip a meeting.

**8.2** The College will provide release time with pay for no more than 5 bargaining unit members, which include all interested stewards, present at negotiations for those members scheduled to work during negotiations. Negotiation meetings will be scheduled at times that do not interfere with the operations. The College and Union agree to schedule negotiations so that they do not create burden on the remaining members of the workforce.

**8.3** During an early spring Labor-Management meeting, housekeepers will be given the opportunity to give written or verbal input to any new construction or renovation projects in the residence halls. The Assistant Director and Manager will communicate all new construction or renovation projects to the Housekeepers in advance of project, in-order to ensure adequate time for input from the Housekeepers. The Assistant Director and Manager will represent the interests of the Housekeeping Department at the planning sessions.

## **ARTICLE 9**

### **SENIORITY**

**9.1** Seniority shall be defined as an employee's length of employment, from the employee's start date in the Housekeeping Department, except as in regard to lay-off (see Article 9, Lay-off/Reduction in Hours).

**9.2** Seniority shall be the sole determining factor in the computation and determination of all benefits, residence hall assignments, hours of work, overtime, vacation selection, (in accordance with Articles of this Agreement which detail the specifics of each).

**9.3** The College recognizes the desire of the housekeeping staff to periodically request a residence hall location or schedule change. The College also has an obligation to minimize disruption in the operation and maintain the highest standards of cleanliness and effectiveness. As such, housekeepers interested in a residence hall location or schedule change

should communicate this desire to the College in writing. Requests for changes will be considered when a residence hall location or schedule becomes available as a result of an employee leaving the College or leaving the Housekeeping department.

Approved changes will be implemented as these occasions occur and in accordance with the needs of operation. It is expected that requests will be approved provided they are not disruptive to the operation. Any Housekeeper who is considering a new dorm assignment will have the option to try the new dorm up to five (5) work days before making their final decision for their dorm assignment. If during the five (5) day trial period, the Housekeeper decides not to take the assignment, they will have the right to go back to the prior dorm and schedule.

**9.4** A former employee of the bargaining unit or any bargaining unit employee on an extended leave of absence from the Housekeeping department who returns to the bargaining unit within one (1) year shall have their College and Department seniority restored provided, however, that a bargaining unit member whose extended leave is the result of a work-related injury, who returns to work within 24 months, shall have their Department seniority restored. If an employee voluntarily leaves the College and returns within one (1) year, they shall have their College and Department seniority restored. If a Housekeeper leaves the Housekeeping department but continues to be employed by the College, Housekeeper shall have their Department seniority restored if they return to the Housekeeping Department within one (1) year.

**9.5** When considering housekeepers for the opportunity to Lead Housekeeper, position-related qualifications especially in regard to communication, interpersonal, and organizational skills, valid driver's license, use of personal vehicle and credentialing by the Risk Management Office and seniority will be the determining factors in making this decision.

**9.6** Seniority ceases when an employee:

- Voluntarily quits or
- Is discharged or laid off
- Fails to report to work at the expiration of an approved leave period\*
- Fails to report to work without notice to the College\*

\*unless is unable to do so because of extenuating circumstances

## **ARTICLE 10**

### **LAY-OFF/REDUCTION IN HOURS**

**10.1** The College shall notify the Union Office in writing as soon as possible, but not later than one (1) month of when the lay-off is to take place. Within one (1) week of notice, the College will meet with the Union to discuss reasonable alternatives prior to the College implementing such layoffs or reduction in hours.

**10.2** Lay-off shall be determined by College-wide seniority.

**10.3** The following procedure shall be used in the event of a layoff or reduction of hours:

- (a) All employees in the bargaining unit shall be notified, in writing, of the impending layoff/reduction in hours. The notification shall stipulate the job category, and include the seniority of all persons in that category.
- (b) All employees in said job category will be given the option of a voluntary layoff/reduction in hours. If there is not a volunteer, the layoff/reduction in hours will go to the most junior employee(s).
- (c) If there is a layoff/reduction of hours in the category of a Lead Housekeeper, the most junior Lead Housekeeper has the right to move into a housekeeper position, if the employee has seniority greater than other housekeepers. In that case the least senior housekeeper(s) will be “bumped”.
- (d) Employees will be given at least four (4) weeks’ notice of any such layoffs or reduction in hours, or pay in lieu of notice.

## **ARTICLE 11**

### **RECALL**

**11.1** When an employee is laid off, their seniority shall remain in place for a recall period of not more than one (1) year.

**11.2** When there are new positions in the bargaining unit or positions that have become vacant in the bargaining unit, all of the employees on the recall list, in that classification or lower classification, in addition to the Union, shall receive a recall notice. This notice shall be mailed to the last known address, return receipt requested. If more than one employee accepts the recall, the available positions(s) will be filled in order of

campus-wide seniority. Recalled employees must reply to the recall notices within ten (10) days. Failure to do so puts you on the bottom of the recall list.

**11.3** Employees will be able to decline a recall to jobs or schedules with fewer hours than the one in which they were laid off and still remain on the recall list. No new employee will be hired for a position covered by this Agreement until all employees on the recall list have been recalled, or decline the opening.

## **ARTICLE 12 JOB POSTING**

**12.1** Position vacancies in housekeeping unit covered by this Agreement to which no employees have recall rights will be posted for a period of seven (7) days, and will be distributed to each bargaining unit member, with a copy to the union. A general description and the responsibilities of the job will be shown on the posting.

**12.2** All bargaining unit employees will be eligible to apply for a higher, equal paying job, or lower paying job.

## **ARTICLE 13 JOB DESCRIPTIONS**

**13.1** At the time the employee is hired, they shall be provided with a job description for the position for which they are hired. Each job description shall convey the essential duties, responsibilities, and requirements of the position.

**13.2** Housekeeper and Lead Housekeeper position description(s) were developed and are included in this Agreement.

### **Job Description Housekeeper**

The primary responsibility of the Housekeeper position is to maintain orderliness and cleanliness in the residence hall or other College building (e.g. cultural centers, Frances Perkins House, Health Center, office space that resides in a residence hall...) to which the employee is assigned. Housekeepers must be able to perform the duties listed below. Some of

these duties are performed daily; many are performed only sporadically as needed given space utilization and/or on a cyclical or periodic nature in connection with project work.

1. Public Areas/Hallways/Entry Areas/Stairwells
  - Sweep, dry and wet mop, vacuum floor and stair surfaces
  - Sweep outside steps and entry walks
  - Dust or spot clean desks, walls, light switches, file cabinets, end tables, and furniture
  - Clean kitchenettes thoroughly
  - Remove postings from walls and bulletin boards when outdated, or as directed
  - Clean residence hall fireplaces
  - A Housekeeper is routinely expected to lift 30 lbs.
2. Washrooms
  - Clean/disinfect all surfaces of sinks, urinals, commodes, shower stalls and curtains, hardware, floors, ledges, and dispensers
  - Fill washroom dispensers as needed
  - Spot clean stall walls, doors, and trash receptacles
  - Dry chrome hardware to prevent spotting
  - Clean mirrors
  - Clean walls
3. Trash
  - Collect and remove all trash and recycling containers to the central residence hall pick-up area and return empty containers to upper floors (consult leads or supervisor with concerns). If available, these duties can be delegated to a workchair. The College will make every effort to replace workchair in a timely manner.
4. Project Cleaning
  - Project cleaning as directed (e.g. bike rooms, spots in halls, heavy cleaning of kitchenettes, fire stairs, vacuum elevator tracks, basement hallways and corridors, wash stair spindles...)
5. Conferences, Reunions
  - Changing/making beds
  - Distribute linens
  - Replenish supplies such as soap, plastic drinking cup, telephone directories, and handbooks
  - Completely clean student rooms

Public spaces as needed

6. Inspections  
Missing furniture and bed linens  
General cleanliness  
Fill out problem papers during the summer schedules and give to Lead or Supervisor.
7. General Maintenance  
Identify need for repair and maintenance services within work areas and initiate service request for maintenance tasks  
Change some light bulbs (e.g. table lamps)
8. Other tasks related to cleaning and building upkeep, as assigned

### **Job Description Lead Housekeeper**

The purpose of the Lead Housekeeper is to provide on the job leadership, training and assistance to a team of co-workers. Characteristics and qualifications of a Lead Housekeeper include: superior job performance as a Housekeeper; good attendance record; good organizational skills; excellent leadership, interpersonal and verbal communication skills and ability to be discrete when working on confidential matters. The Lead Housekeeper is responsible for all of the same duties as a Housekeeper in addition to those listed below.

The College will provide leadership development training and support for all Leads as available to other staff with similar roles.

1. Takes over for the supervisor in their absence. This includes, during the summer conference season, the following tasks: key distribution, linen ordering and distribution, direct contact with on-campus customers, timesheets, weekend coverage and work schedules. During the year, this work includes organization of project cleaning.
2. Trains new employees in Mount Holyoke's cleaning methods and tools, gives feedback on progress to both employee and supervisor. The College agrees to share the management document used for training new employees for feedback from the Housekeepers at the Labor/Management meeting.

3. Assists team members to overcome problems in completing assigned work according to standards and timeframes. May involve additional training or referral to Supervisor
4. Ensures that all team members have the proper equipment and supplies and will advise Housekeeper when needed. Makes pickup and delivery of supplies and equipment when needed. Ensures that these materials are safely stored and organized in the supply closet. During the Leads triad, Leads will look around for any problems and check on the housekeeping supplies and ensure that the supplies are adequately stocked. The Leads will direct any concerns to the attention of the Housekeeper when the Housekeeper returns to work.
5. Must be willing and able to perform quality inspections of team members work locations and advise employees and supervisor of any areas of concern.
6. Leads summer conference cleaning teams. Expectation that leads will minimize their time off in the summer (two weeks – unless approved by the supervisor).
7. Helps to foster a positive work environment and supports Housekeepers, other Lead Housekeepers and supervisor whenever needed.

**13.3** Before the College creates a new job classification, within the Housekeeping Department, or alters (by substantively expanding or changing the role and responsibilities of a bargaining unit Housekeeper or Lead Housekeeper) the content of an existing job, it shall notify the Union thirty (30) days in advance of said proposed action. The College shall meet with the Union with seven (7) days to negotiate said changes to the job description, or creation of new classification.

**13.4** During periods of staffing shortages, the College will implement a short term labor scheduling system (triad) to help cover impacted buildings. This system will include all housekeepers and will rotate, as best as is operationally feasible, in an effort to insure fairness and equity. The Supervisor, or designee, will decide at morning meeting and the rotation list will be used. This system must meet operational needs and is subject to review and comment with the Labor/Management committee. The College maintains the right to manage this system and to implement



changes, as needed, to the system in order to maintain operational effectiveness.

**13.5** The College will not require Lead Housekeepers to be first responder to heavy trash removal at periods of the year when the College determines trash accumulation requires General Laborer support (e.g. opening and end of school year, January term as necessary). Housekeepers should contact the Housekeeping Supervisor if there are other occasions when there is an inordinate accumulation of heavy trash.

**13.6** When the College decides to assign a Lead Housekeeper to fill in for the supervisor when they are absent, the most senior Lead available at that time will be given the assignment. The Lead may be available to remain on the cleaning schedule depending on the assigned duties they will be required to perform as supervisor.

**13.7** Housekeepers will not be required to pick up, drop off or sign off on the timesheets of student work chairs.

**13.8** The College expects all construction and repair workers to be responsible for cleaning up after themselves. Management in Facilities Management is responsible to monitor contractors/workers to meet their cleaning obligations. The College requires that construction workers clean up (“broom clean”) during and after the construction, and requires them to use their own tools and equipment. In some instances, even after a construction or repair worker cleans as required by their contract, there may be additional cleaning required by College staff and the College recognizes that during these periods, cleaning levels may drop and it may assign extra staff on an as-needed basis. The College maintains the right to determine when extra staffing associated with clean up after construction is needed. The College will continue to ask housekeepers and other Facilities employees to partner with management to let management know when there are concerns so that they can be addressed.

**13.9** Housekeepers will not be responsible to provide clean up immediately following a fire or flood. However, after the immediate clean up of heavy damage is accomplished by other College employees or professional fire and flood contract workers, Housekeepers will be responsible for any residual clean-up activities that are necessary to restore facilities to appropriate clean conditions.

**13.10** Prior to the start of the summer work season, Management will ask current Housekeeping employees to give preference for work assignments which Management will try to honor. It is understood that work assignments are a Management Right.

**13.11** Housekeepers will make every effort to clean and stock the dorm prior to taking on any new assignment or leave. This includes any vacation or planned leave that is longer than five (5) work days. There is a clear expectation of the different standards/levels each day. This level of cleaning will be communicated at the beginning of the Housekeepers shift at the morning meeting.

**13.12** The Supervisor will post the triad and overtime seniority rotation lists on the bulletin board located outside of the Supervisor's office. These two lists will track daily rotation and will show the history of a couple weeks of past rotations.

**13.13** All work schedules and runs will be periodically re-evaluated with union involvement and opportunity for input during Labor/Management. The union's participation is an effort to assure the best and fairest division of labor. The final decision on schedules is a management right.

## **ARTICLE 14 HOURS OF WORK**

**14.1** The regularly scheduled work week for full-time employees covered under this Agreement shall consist of eight (8) hours per day and forty (40) hours per week, with two (2) full consecutive\* days off in each calendar week. The regular work schedule of part-time employees covered by this Agreement will be worked out between the College and the employee.

\*Permit Lead Housekeepers to maintain a sequencing of work days as they presently are to facilitate their weekend assignments.

**14.2** The College will consider all hours paid in any workweek in the calculation of overtime pay.

**14.3** The College shall have the right to require all employees to work a reasonable amount of overtime. There shall be no pyramiding or duplication of overtime.

**14.4** Time and one-half (1 ½) the regularly hourly rate will be paid for all hours paid in excess of eight (8) hours per day, or forty (40) hours per week. This condition may be waived when a schedule is adjusted to meet the employee's needs, after approval.

**14.5** Time and one-half the hourly rate will be paid for all hours worked on Saturday and Sunday if not part of your regular schedule.

**14.6** Overtime shall be assigned first, on a volunteer basis, in seniority order; if mandated, the least senior employee will be assigned first (1<sup>st</sup>) on a rotating basis. Details of this provision may be discussed in the Labor-Management meeting.

**14.7** Every employee, during the academic year, (Labor Day through Commencement) to be given thirty minutes unpaid lunch break, in addition to one (1) fifteen minute paid break to be taken during the morning, the employee to indicate the time of their break and when they are due back. If employees are working in teams, it is expected that the team members will take their break at the same time. This break period may not be used to extend the lunch period or delay the morning start time.

**14.8** During the summer, (after Commencement through Labor Day) all employees to be given a forty-five (45) minute lunch break; thirty (30) minutes unpaid and fifteen (15) minutes paid. In addition, one (1) fifteen minute paid break to be taken during the morning, as noted above.

**14.9** On occasion, employees may change schedule, as needed, with permission from the housekeeping supervisor, or designee. This would not be unreasonably denied. This is for flex time and employees may switch from 6 a.m. – 2:30 p.m. to 7 a.m. – 3:30 p.m., or 5am -1:30pm vice versa, when applicable. This is not to be done on a daily basis, but on an as needed basis, with a one-half (1/2) hour notice, (or more) or as soon as possible. Flex time is an option for all Housekeepers when needed.

**14.10** During the academic year all bargaining unit employees will be allowed to eat lunch, on the days they are scheduled to work, in the dining room of the dorm they are working in.

**14.11** The College shall maintain a record of overtime hours worked by bargaining unit members and will provide to the Union local office and Stewards, upon request, a report of the total of overtime hours and dates

worked by each member for the current fiscal year. The frequency of the Union requests for this information will be reasonable, generally not more often than quarterly, unless questions or concerns arise which necessitate more frequent requests. The College expects the Union to bring to their attention immediately if concerns arise about overtime so that concerns can be addressed immediately and rectified, if necessary, to prevent continued concern.

## **ARTICLE 15 HOLIDAYS**

**15.1** The following shall be recognized as paid holidays for all bargaining unit employees:

New Year's Day	Indigenous Peoples Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving Day
Labor Day	Christmas Day*
Juneteenth Day	One additional Day at Christmas
Veteran's Day	Three (3) floating holidays per year

\*If the decision is made by the College to close between Christmas and New Year's, the College will extend the additional days off as is approved for all other College staff.

**15.2** When Independence Day or New Year's Day falls on a Tuesday or Thursday, employees will also be entitled to the preceding Monday or following Friday, whichever is appropriate.

**15.3** Each holiday listed above shall be observed on the day established by state law for its observance as legal holiday.

**15.4** When an employee works on any of the above listed holidays they shall be paid a day's pay at their regular straight-time wages. In addition they will receive time and a half of their regular straight-time rate for hours worked on that day.

**15.5** Whenever employees are required to work on a holiday, such holiday work schedule will be granted on rotating seniority basis.

**15.6** To qualify for holiday pay an employee must have been paid regular, vacation, sick or personal time for their regular scheduled workday immediately preceding the holiday(s) and the regularly workday following the holiday(s).

**15.7** Each part-time employee will receive a pro-rated bank of holiday time based on their regularly scheduled work hours. As an example, a housekeeper with a three-day per week (24 hours/week) schedule will receive 60 hours of holiday time per year. For every holiday that falls on a day that the employee is scheduled to work, the employee would receive a full day's pay (e.g. 8 hours if the employee is scheduled to work 8 hours). For every holiday that falls on a day that the housekeeper is not scheduled to work, the housekeeper will not work and will not get holiday pay. If the housekeeper is scheduled to work on more holidays than equal the number of hours in the holiday bank (in this example, 60) management will provide the housekeeper's bank with enough hours to cover the full day's pay for those holidays.

## **ARTICLE 16 VACATION**

**16.1** All employees covered under this agreement shall receive the following vacation:

- 0 – up to 3 years of service, accrue at the rate of 2 weeks per year (10 days @ 8 hours=80 hours) \*
- 3 – up to 5 years of service, accrue at the rate of 3 weeks per year (15 days @ 8 hours=120 hours) \*
- 5 years of service, or greater, accrue at the rate of 4 weeks per year. (20 days @ 8 hours=160 hours) \*
- Employees with 18 years of service or longer by July 1, 2001, will receive an additional one (1) day (8 hours) \* of vacation per year, for a total of 4 weeks and 1 day per year.

\* the hours noted above are based on a full-time, fiscal year work schedule. For part time employees, these hours would be pro-rated.

**16.2** Vacation is accumulated each payroll period and can be used as early as the pay period following its accrual. Vacation accrued from a previous year may be carried forward into a succeeding fiscal year (July 1<sup>st</sup> – June 30<sup>th</sup>) up to a maximum of twenty (20) days per year. Unused vacation balances beyond twenty (20) days as of June 30 of any fiscal year (see

above) are forfeited. In parental leave circumstances, upon request, employees will be allowed to carryover their vacation balance through September 30<sup>th</sup>. Vacation will accrue during all periods an employee is actively being paid and will not accrue during any unpaid leaves of absence.

**16.3** The College retains the right to limit the number of people who can take vacations in any week or series of weeks. All vacation requests are subject to the approval of the College. Vacation shall be approved in order not to interfere with the operations of the College and not more than two (2) weeks of vacation can normally be taken from May 15<sup>th</sup> through September 15<sup>th</sup> of any year.

**16.4** Throughout the fiscal year, until March 30<sup>th</sup>, vacation requests will be considered as they are received (e.g. on a “first come, first serve” basis). Vacation requests will be considered and either approved or denied in the order in which they are received. After March 30<sup>th</sup>, summer vacation requests for the remainder of the summer will be considered in order of dated request; however, conflicting or multiple requests for the same dates will be decided based on seniority. Vacation requests for one week or longer must be submitted to the supervisor two (2) months in advance. Any request for longer than one week received after the two month notice period will be granted as time is available. If possible, up to three (3) weeks’ vacation may be granted during the summer. Such requests shall not be unreasonably denied. Normally, employees will request vacation no more than one (1) year in advance of requested vacation. Exceptions can be made to this at the sole discretion of management when special, extenuating circumstances exist.

All requests for summer vacation should be responded to within 5 days after being submitted if request falls after March 30<sup>th</sup>. If request is made by March 30<sup>th</sup> response submitted within 5 days.

**16.5** The College encourages housekeepers to request vacation time as far in advance as possible; however, there may be times when vacation requests may be granted on the same day the request is made and the housekeeper is on duty (such as an afternoon). Housekeepers on duty requesting to use vacation time for a portion of their work day must have their work obligations met and verified by their Lead or Supervisor. Sometimes verification cannot happen in a timely manner, or not at all, due to the Lead’s/Supervisor’s work schedule, in which case, vacation

time will not be granted. Management retains the right, as with all vacation requests, to make the final decision to approve or deny requests.

## **ARTICLE 17**

### **SICK LEAVE/PERSONAL TIME**

**17.1** All employees covered under this Agreement shall accrue sick leave with pay at the rate of 1.25 days per month not exceeding fifteen (15) days in any sick leave year.

**17.2** Sick leave will accrue during all periods when an employee is actively being paid, and will not accrue during any unpaid leaves of absence.

**17.3** The unused portion of an employee's sick leave at the end of any sick leave year shall be carried forward into the next sick leave year, provided that the total amount so carried forward shall not exceed one hundred thirty (130) days.

**17.4** All employees shall notify their supervisor (or leave message on machine) at least ½ hour before start of shift or as soon as the employee knows that the employee will not be able to report to work.

**17.5** Sick leave and personal leave as outlined in this article may be used in hourly increments at the option of the employee. If a housekeeper starts out their day then goes home sick, no occurrence if Housekeeper works at least four (4) hours.

#### **17.6 Leave Donation Policy**

The Leave Donation policy has been established at the request of employees to provide the opportunity to assist fellow employees in the event that a catastrophic illness or injury has caused them to exhaust their accrued leave banks. The intent of this policy is to augment, not replace, the current leave policies of the college. There is no guarantee that donated time is available or provided.

Voluntary donations may be made from an employee's vacation bank to the Leave Bank. This bank will be administered through Human Resources as part of the administration of FMLA

- Employees may elect to donate time from their accrued vacation bank.

- An employee may donate up to 50% of the expected annual vacation accrual to the Leave Bank. (Example: If an employee normally accrues 2 weeks of vacation annually, they may elect to donate up to 1 week to the Leave Bank.)
- Only accrued time is available for donation, that is, time cannot be donated in advance of being earned.
- These donations are irrevocable.
- Donations at year end must be completed by May 1. Days donated are based on the donor's regular work schedule. That is, 7.5 or 8.0 hours per day for a full time employee, pro-rated hours for part time employees.
- The minimum donation is the hourly equivalent of one work day for the donor.

The Benefits Manager, in consultation with the recipient's supervisor, will act as the clearinghouse for processing donated leave. Time will be added to the recipient's leave banks, as needed and as available, on a payroll by payroll basis and will not exceed 50% of the recipient's normal work schedule.

Employees are eligible to receive donated time for the timeframe of FMLA or an approved extension of leave.

### Criteria for Eligibility

- The employee must have exhausted all of their leave banks before donated time will be applied.
- The employee must not be receiving compensation from other employment or worker's compensation.
- FMLA is activated and will run concurrently with any leave – paid or unpaid.
- *FMLA is activated for the care of a spouse, parent, child or self. Child birth or adoption will not qualify for leave donation eligibility.*
- Donations will not be used to cover FMLA used on an intermittent basis.
- The employee will continue to accrue leave during any period for which they receive pay. This accrual will be used each pay period as it becomes available in addition to any donated time. The employee must complete a written request for donated time.



- The employee must have a positive attendance record in order to receive donated time.

The College will extend the Leave Donation program to housekeepers on the same terms and conditions as it extends to other College staff. The College reserves the right to change this program at any time.

**17.7** Employees, after the completion of the Introductory Evaluation Period, may use up to six (6) of their accrued sick leave days as personal time each contract year. It is expected that most employees will be able to access all 6 of these days at the beginning of the fiscal year (July 1<sup>st</sup>) because they will have sufficient sick leave accrued to cover these days. However, if there are occasions when a housekeeper does not have a sufficient sick leave bank as of July 1<sup>st</sup> to cover these conversion/personal days, the College will advance up to three (3) days for use for personal time.

**17.8** If an employee leaves the College before having accrued their annual allotment of personal leave, but has taken same, they will pay back any “advanced” time from their final paycheck.

**17.9** Personal leave may be taken as needed, after notifying their supervisor, no less than one half hour before using time. It is expected that employees will provide supervisor with more advance notice of their need to use personal leave whenever possible. It is further recognized that on occasion, in unusual or emergency circumstances, an employee may not be able to provide any notice of their need to use personal time, and this one half hour notice will be waived.

For circumstances that arise during the normal workday, employees must notify their supervisor or, in the absence of their supervisor, the front desk of Facilities Management. For events which precede the employee’s normal start time, the employee must notify their supervisor at least one half hour before the start of the workday.

**17.10** The intent of the College’s sick leave policy is to provide employees with salary continuation when they are absent from work due to illness or to attend to medical/dental or other preventative health appointments for themselves. The policy is structured to also provide employees the opportunity to accumulate a significant bank of sick leave (up to 130 days) in order to protect themselves from lost wages in the case of absence due to a catastrophic illness or injury (i.e. short term disability).

Should an employee exhaust their sick time bank due to a long term illness or injury and require more sick time, the College will consider allowing the use of accrued vacation time. Conversion of vacation time to sick time will be documented as “sick” absence.

**17.11** Employees have a responsibility to their job, to their co-workers, and to the College. The College and Union agree that employees should not abuse sick time.

**17.12** If the College approves an enhancement to the use of sick time for certified FMLA leaves, this will also be extended to the Housekeepers.

### **17.13 Massachusetts Earned Sick Time Law**

July 1, 2015, Massachusetts voted in the new Earned Sick Time Law. This law allows all Massachusetts employees access to sick time. While the College’s sick leave benefit is more generous for our employees who are benefits eligible, this law provides sick time for non-benefits eligible employees who are part time or temporary, as follows:

Beginning July 1, 2015, Massachusetts employees have the right to earn and take sick leave from work.

Who qualifies?

All employees in Massachusetts can earn sick time. This includes full-time, part-time, temporary, and seasonal employees.

How is it earned?

- Employees earn 1 hour of sick time for every thirty (30) hours they work.
- Employees can earn and use up to forty (40) hours per year if they work enough hours.
- Employees with unused earned sick time at the end of the year can rollover up to forty (40) hours.
- Employees begin earning sick time on their first day of work and may begin using earned sick time ninety (90) days after starting work.

Will it be paid?

- If an employer has eleven (11) or more employees, sick time must be paid.

- For employees with ten (10) or fewer employees, sick time may be unpaid.
- Paid sick time must be paid on the same schedule and at the same rate as regular wages.

#### When can it be used?

- An employee can use sick time when the employee or the employee's child, spouse, parent, or parent of a spouse is sick, has a medical appointment, or to address the effects of domestic violence.
- The smallest amount of sick time an employee can take is one hour.
- Sick time cannot be used as an excuse to be late for work without advance notice of a proper use.
- Use of sick time for other purposes is not allowed and may result in an employee being disciplined.

#### Can an employer have a different policy?

- Yes. An employer can have their own sick leave or paid time off policy, so long as the employees can use at least the same amount of time, for the same reasons, and with the same job-protections as under the Earned Sick Time Law.

#### Retaliation

- Employees using earned sick time cannot be fired or otherwise retaliated against for exercising or attempting to exercise rights under the law.
- Examples of retaliation include: denying use or delaying payment of earned sick time, firing an employee, taking away work hours, or giving the employee undesirable assignments.

#### Notice & Verification

- Employees must notify their employer before they use sick time, except in an emergency.
- Employers may require employees to use a reasonable notification system the employer creates.
- If an employee is out of work for three (3) consecutive days or uses sick time within two (2) weeks of leaving their job, an employer may require documentation from a medical provider.

This is for informational purposes only. Full text of the law and regulations are available at [www.mass.gov/ago/earnedsicktime](http://www.mass.gov/ago/earnedsicktime).

## **ARTICLE 18 FAMILY MEDICAL LEAVE ACT (FMLA)**

**See HR for the current PFML benefit. This Article was not updated to reflect the new paid benefits during the modified contract extension in 2021.**

All regular full-time and regular part-time employees who have been employed at the College for a minimum of twelve (12) months and who have performed at least 1,250 hours of service during the previous twelve (12) months will be eligible to take up to twelve (12) weeks, of unpaid family and medical leave during a twelve (12) month rolling calendar period.

**Unpaid leave must be granted for any of the following reasons:**

- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for an immediate family member (spouse, domestic partner, son or daughter or parent) who has a serious health condition; or
- for a serious health condition that makes you unable to perform your job

**Job Benefits and protection:**

- For the duration of FMLA leave, the employer must maintain the employee's health coverage
- Upon return from FMLA leave, employees will be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.
- The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

The employer will require employees to use accrued benefit time.

The FMLA article is for information only, and is not subject to grievance and arbitration clause.

## **ARTICLE 19 MEDICAL LEAVE**

**19.1** All employees who have met the work hours' criteria for the Family Medical Leave Act (FMLA) and have exhausted their twelve (12) weeks FMLA during a twelve (12) month rolling calendar period, may request an additional fourteen (14) weeks of (paid and unpaid) medical leave for sickness or injury as verified by a licensed physician

**19.2** Benefits during Medical Leave: An employee on a paid leave of absence for Medical Leave will continue to receive the same level of benefits provided to them on the day prior to the date the leave commenced.

**19.3** An employee on an unpaid leave of absence for Medical Leave is eligible to continue any health, dental, long term disability and life insurance benefits that existed on the day prior to the date the leave commenced at the same level. The employee will be responsible to work with the Payroll Manager upon return from Medical Leave for repayment of insurance premiums.

**19.4** At the conclusion of the additional fourteen (14) weeks of Medical Leave, if the medical documentation indicates the employee is able to return to the same job, the employee will return to this position with no loss of seniority.

## **ARTICLE 20 SMALL NECESSITIES ACT**

The Small Necessities Leave Act permits eligible employees to take up to a total of twenty-four (24) hours of leave within a twelve (12)-month period to attend a child's school activity or accompany a child or elderly relative to a doctor's appointment.

The Small Necessities leave Act permits an employee leave for the following purposes:

- To participate in school activities directly related to the educational advancement of a son or daughter of the employees, such as parent – teacher conference or interviewing for a new school;
- To accompany a son or daughter of the employee to routine medical or dental appointments, such as checkups or vaccinations; and
- To accompany an elderly relative of the employee to routine medical or dental appointments or appointments for other professional services relating to the elder’s care, such as interviewing at nursing or group homes.

The twenty-four (24) hours of leave available under this benefit are in addition to the twelve (12) weeks of leave provided for under the federal Family and Medical Leave Act. The twenty-four (24) hours may be taken within the 12-month calendar year period and the time may be taken on an intermittent or reduced time schedule

The law provides for an unpaid leave of absence. The employer will allow employees to use appropriate accrued paid leave.

The Small Necessities article is for information only, and is not subject to grievance and arbitration clause.

## **ARTICLE 21**

### **MASSACHUSETTS DOMESTIC VIOLENCE LEAVE OF ABSENCE ACT**

In accordance with MGL ch149 sec. 52E, the MA Domestic Violence Bill, MHC recognizes employee’s rights to access this leave. If an employee is a victim of domestic or sexual violence (or who has a family member who is a victim) they can take up to fifteen (15) days of leave from work in any twelve (12)-month period – as long as the employee is not the perpetrator of the violence.

Employees who take leave to care for themselves or an eligible family member will provide the College advance notice unless the employee or the family member of the employee faces imminent danger.

Possible examples that an employee may use the leave from work to:

- See or obtain medical attention, counseling, victim services or legal assistance
- Secure housing
- Is a victim of abusive behavior
- Obtain a protective order from a court
- Appear in court or before a grand jury
- Meet with a district attorney or other law enforcement official; or
- Attend child custody proceedings or address other issues directly related to the abusive behavior against the employee or family

### Confidentiality

- Any documentation provided to MHC may be maintained in the employees record only for as long as required to make a determination as to whether the employee is eligible for leave
- All information must be kept confidential and must not be disclosed, unless:
  - Requested or consented to, in writing, by the employee;
  - Ordered to be released by a court of competent jurisdiction;
  - Otherwise required by applicable federal or state law;
  - Required in the course of an investigation authorized by law enforcement; or
  - Necessary to protect the safety of the employee or others employed at the workplace.

## **ARTICLE 22 INTRODUCTORY EVALUATION PERIOD**

**22.1** Each new employee shall have an introductory evaluation period of six (6) months, beginning with the date of employment in the housekeeping classification. Employees will acquire seniority and become immediately eligible for health insurance benefits on the first (1<sup>st</sup>) day of the month following or coincident with their date of hire. Employee discipline, up to and including discharge, during the Introductory Evaluation Period, will not be subject to the arbitration procedure in this Agreement.

**22.2** New employees are eligible to use only paid holiday or floating holiday leave to the extent it is available. Vacation, sick and personal leave, by this agreement, will accrue retroactively to the date of hire but cannot be used until the satisfactory completion of 90 calendar days of

continuous employment. Arrangements can be made at the time of hire to take time off without pay, if needed.

**22.3** The College will provide supervision to all employees with the goal of providing support and feedback towards an employee's development as well as addressing corrective matters as needed.

**22.4** A mid-evaluation IEP will be given to all employees.

**22.5** New employees to the Housekeeping unit will be provided with on-the-job training within the first two weeks of their hire in an effort to successfully orient them to the duties and responsibilities of their position. This training and inspection will be conducted by a Lead Housekeeper.

## **ARTICLE 23 BEREAVEMENT LEAVE**

**23.1** In the event of a death in the immediate family of any employee, the College will grant leave with pay up to three (3) working days. To the extent that paid leave is available in their bank, Housekeeper (s) may request to use vacation, personal leave or floating holiday to extend the bereavement leave with approval from the department head. In case of need, requests for additional leave without pay will be considered by your department head on the merits of each case.

**23.2** Immediate family shall mean father, mother, father-in-law, mother-in-law, spouse, sister, brother, child, step and foster children, adopted children, sister-in-law, brother-in-law, grandparent, stepparent, grandchild, or domestic partner, and children of domestic partner.

**23.3** Leave with pay up to three (3) days will be granted to attend the funeral of other close relatives, in exceptional circumstances, such as when the employee is the sole surviving family member of the deceased and/or is responsible for funeral arrangements, or in situations where the deceased raised the employee as their own child in lieu of a parent or parents. Other exceptional circumstances are likely to arise which potential varied circumstances cannot possibly be enumerated, but the above examples are the types of circumstances that illustrate the intent of exceptional circumstances.



**23.4** If a mother, father, spouse, domestic partner, or child of an employee dies and the funeral is outside of New England the employee will be given, with pay, one (1) extra day off.

**23.5** If an uncle, aunt, niece or nephew (includes in-laws) dies one day will be given.

## **ARTICLE 24 WEATHER DAYS**

**24.1** During adverse weather conditions, when the College remains open, employees who are unable to report to work on time, who request to leave work early, or decide not to report to work at all, may use vacation, personal leave or floating holiday time to make up for missed work time. Employees are expected to notify their supervisor(s) when the weather prevents them from reporting for work, arriving on time, or completing their scheduled work day. Supervisors are encouraged to accommodate those employees who are concerned about commuting due to hazardous weather conditions. Employees who do not have paid leave to cover will not be paid.

**24.2** During adverse weather conditions when the College decides not to require employees to report to work at the usual time or to release employees prior to the end of the normal work day, employees who report to work or were released from work will be paid for their regular work day. If the College closes for the full day, employees will be paid regular hours unless on a previously scheduled day off (i.e. vacation or sick day). On occasion, Housekeepers will be told by the Manager to report at 7a.m. when adverse weather is predicted. This will allow for Housekeepers to hear any adverse weather notifications. If the College is open and the employee did not report to work at all, the employee may use vacation, personal or floating holiday time to make up for the missed work day.

**24.3** Housekeepers are considered non-essential for the purpose of an all-campus shutdown. However, on occasion, it may be necessary to designate one or more Housekeepers as essential. Housekeepers will be assigned by their supervisor according to seniority (in inverse order) with the most junior employee first if there are no volunteers. Housekeepers who are designated as essential services by their supervisor and required to work during the all-campus shutdown will receive \*Emergency\* time off for all hours worked during the closing for their regular work day.

These hours will be added to their floating holiday bank and must be used before June 30th of the fiscal year in which they are earned.

**24.3(a)** A weather phone line can be called to access weather-related closing information at 538-2330.

**24.3(b)** Weather announcement procedure will be communicated at the beginning of winter season, e.g., weather line and possible use of TV or radio stations.

## **ARTICLE 25**

### **SAFETY/HEALTH/EQUIPMENT**

**25.1** All employees to be provided with smaller mops, (less than twelve (12) ounces) on request, and provide housekeepers with one (1) gallon containers, when available.

**25.2** All protective equipment will be provided and used by all employees.

**25.3** Non-corrosive materials and cleaners to be utilized by all employees including materials that are recognized as “green cleaners”.

**25.4** The College and the Union are committed to providing a safe work environment and toward that end agree to discuss cleaning product selection, methods, and tools (including ergonomic tools) and work order requests as subjects in the Labor-Management Committee.

**25.5** Each employee will receive an allowance of up to \$180/annually for the purchase of approved shoes (these shoes will be rubber-soled, and closed). The College will provide reimbursements to employees who provide a receipt for the purchase of work shoes. Reimbursements will take place quarterly in the first bi-weekly payroll in July, October, January and April. Amounts unused in any given year cannot be carried over into a subsequent year. For summer workers, the shoe allowance will be prorated at \$45/annually.

**25.6** All tools and equipment will be in working order and will be replaced when broken. Any concerns or delays will be discussed with a Supervisor, Manager or at a Labor/Management meeting.

**25.7** When temperatures and humidity are high during the summer season, the College agrees to provide access to fans and water plus an additional break.

## **ARTICLE 26 HIRING PROCESS**

**26.1** The College and the Union are committed to filling all vacancies in a timely manner. Towards that end, the College will inform all candidates for those positions covered by this Agreement, as to the status of their application within three (3) weeks of their filing an application. All parties understand that the selection process is confidential.

**26.2** When a Housekeeper position is open there shall be three (3) housekeepers (chosen by the union) who will be invited to be part of the interview process of the candidates for the position. The final decision for hiring shall be made by the College.

**26.3** When a temporary Lead, Lead or Supervisor position is vacant up to three (3) union members will be part of the interview process of candidates for the position. Application for each candidate interviewed will be provided for those participating. The Housekeepers will provide their recommendation to the overall committee. In the event there is a disagreement between the union's recommendation and the committee's recommendation, there will be a meeting between all parties and Human Resources to discuss differences. The final decision for hiring shall be made by the College.

## **ARTICLE 27 PERSONNEL FILES**

If an employee wishes to review their file, a written request to do so should be addressed to the Director of Human Resources, who will arrange for such review as soon as possible.

## **ARTICLE 28 STAFFING**

**28.1** All trash rooms will not be assigned to housekeeping.

**28.2** The College recognizes the need for adequate staffing after certain large events (for example, Family weekend, Las Vegas Night and Drag Ball) and extended absences and will continue to assign staffing as needed for circumstances above and beyond routine cleaning. The College maintains the right to determine these staffing levels. There will be times when additional staffing will not be provided, and the College recognizes that it may take longer to bring cleanliness standards back up.

## **ARTICLE 29 NON-DISCRIMINATION**

The College and the Union agree that they will not discriminate against any employee on the basis of religion, race, creed, sex, political affiliation, national origin, age, disability, marital status, sexual orientation, gender identity or union activity as prohibited by the Rehabilitation Act of 1979 and other state and federal laws which govern non-discrimination.

## **ARTICLE 30 DISCIPLINE AND DISCHARGE**

**30.1** The College shall have the right to discharge and discipline an employee only for just cause.

**30.2** When the College issues a documented verbal, written or more severe disciplinary action for a member of the housekeeping unit, the College will fax a copy of the disciplinary action to the local Union office and the servicing representative will acknowledge receipt by signing the document and faxing a copy back to the College's Human Resources Department.

**30.3** The College agrees to the following policy with regard to records of employee discipline:

**Oral Warnings:** Will be removed from the employee's file, or placed in a sealed file, upon written request of the employee, twelve months from the date of issuance if the employee has had no subsequent discipline issued.

**Written Warnings:** Will be placed in a sealed file upon written request of the employee if the employee has had no record of discipline for a period of three years from the date of the written warning.

**Suspension:** Will be placed in a sealed file upon written request of the employee if the employee has had no record of discipline for a period of five (5) years from the date of the suspension. On a case-by-case basis, the Director of Human Resources will consider the request for removal from the employee's file of a written or suspension discipline.

## **ARTICLE 31 ANTI-HARASSMENT**

Mount Holyoke College is committed to providing a work environment which is free from tension caused by demeaning or harassing conduct which is engendered by inappropriate religious, racial or sexual conduct or comments. There shall be no dismissal of or other discrimination or harassment against an employee because of membership or activity in the Union.

Equal employment opportunity laws identify two basis types of unlawful "sexual harassment:"

1. Where submission to unwelcome sexual advances and other physical or verbal conduct of a sexual nature is made a term or condition of an individual's employment (e.g. demanding that a subordinate accept a date with a supervisor in order for the subordinate to keep their job).
2. Where such advances or conduct interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment (e.g. telling offensive jokes and engaging in offensive behavior in the workplace).

Religious, racial and sexual harassment are specifically prohibited by the College's policies. It is the obligation of each employee of the College to report any conduct which violates these policies whether the perpetrator is a supervisor, manager, co-worker, or other staff member, and regardless of the sex of the perpetrator.

Individuals who believe they have been subjected to harassment should report their concern to the College either to their immediate supervisor, their Department Head or to the Director of Human Resources/Affirmative Action Officer or Ombudsperson. If this initial report does not remedy the situation, employees are encouraged to file a formal complaint in writing to either the Director of Human Resources/Affirmative Action Officer or

to the Vice President for Finance and Administration who is the senior administrative officer responsible for the housekeeping department.

The College will immediately conduct an investigation of the complaint. The College will attempt to respect an individual's desire for confidentiality. However, the College may be legally required to take action depending on the nature of the complaint and may not be able to honor the request for confidentiality. The complainant will be informed if, in the course of satisfying this obligation, the College may be unable to comply with the request for confidentiality. Retaliation against an employee for having filed a complaint, or against any individual who participates or cooperates in the investigation, will not be tolerated and may result in disciplinary action up to and including termination.

## **ARTICLE 32 RESPECT AND DIGNITY**

**32.1** All bargaining unit employees and management/supervisory are to be treated with dignity and mutual respect at all times.

**32.2** Any alleged violation of the provision of this Article will not be subject to the arbitration step of the grievance procedure.

## **ARTICLE 33 GRIEVANCE/ARBITRATION PROCEDURE**

**33.1** A grievance shall be defined as any dispute arising between the College and the Union pertaining to any matter of wages, hours, and working conditions, or any dispute between the employer and employees involving interpretation of this Agreement. The following procedure shall be used:

Step 1 – All efforts shall be made to settle the grievance informally. However, a grievance will be presented in writing within thirty (30) days of the occurrence. Once the grievance is filed and a meeting is requested, the College will respond within five (5) work days to schedule the meeting unless there is mutual agreement to extend. The employee(s), and the Union representative on their behalf having a grievance shall meet to discuss it with the immediate supervisor of the employee. The immediate supervisor shall give their answer to the union

and the employee(s) within five (5) days after the presentation of Step 1 of the grievance.

Step 2 – If the grievance is not settled in Step 1, the grievant/Union may, within ten (10) calendar days after the answer in Step 1, be presented to Step 2. The Step 2 grievance shall be taken up with the employee(s), Union representative and meet with the Assistant Director of Operations or their designee. The employer representative shall give their response to the union and the employee(s) within five (5) days after the presentation of Step 2 of the grievance.

Step 3 – If the grievance is not settled in Step 2, the grievant/union may, within ten (10) calendar days after the answer is received in Step 2, the grievance will be presented to Step 3. The Step 3 grievance will be taken up with the employee(s), union representatives, and meet with the Director of Human Resources or their designee within five (5) business days after the presentation of Step 3 of the grievance. The Director of Human Resources shall have ten (10) days within which to give the response, in writing to the grievant and the union.

Step 4 – Arbitration. If a grievance has not been resolved, it may, within 30 calendar days after completion of the previous steps, be referred for arbitration by the Union to an arbitrator selected in accordance with the procedures of the American Arbitration Association. The arbitration shall be conducted under the Voluntary Labor Arbitration rules then prevailing of the American Arbitration Association.

**33.2** In the event of a class action grievance, or a grievance in which the decision was made by a higher position, Step 1 of the grievance procedure may be skipped.

**33.3** In discharge cases, the parties may move to Step 3, if both agree.

**33.4** Time limits may be extended by mutual written consent of the Union and the College prior to their expiration. All efforts will be made to respond timely and without delay. Mutual agreement between the parties to extend deadlines are not meant to be the normal: it is intended for special circumstances only.

**33.5** The grievant and the Steward will be paid for time during Steps 1, 2, and 3 of the grievance procedure which occur during their normal work

schedule. Employees are not paid for their time, but will be released, in connection with Step 4 of the grievance procedure.

**33.6** The fees and expenses of the arbitrator shall be shared equally between the parties.

**33.7** The arbitrator shall not have the right or authority to add to, subtract from or alter any of the provisions of this Agreement. The arbitrator's decision shall be final and binding on both parties involved.

## **ARTICLE 34 COURT RESPONSIBILITIES**

If an employee is called for jury duty or is required to appear in court as a witness (not as plaintiff or defendant), the College shall pay the difference between said employee's regular pay and the amount such employee receives from the Court. Employees excused from such duty prior to 11:00 a.m. any day are expected to report for work for the balance of the day.

## **ARTICLE 35 MILITARY LEAVE**

**35.1** An employee who is drafted for military service, or volunteers for service in any branch of the Armed Forces of the United States, shall, upon completion of such service, be reinstated to their former position in accordance with the applicable laws regulating such matters. In the event it becomes necessary to lay-off another employee in order to reinstate such an employee returning from military service, such layoff shall follow the seniority principles. The employee laid off shall be entitled to notice under Article 9 of this Agreement.

**35.2** Employees of the College who participate in annual military training duty of one month or less as members of the Armed Forces Reserves or the National Guard, at the time they report for such duty shall be granted a military pay differential for a period of up to two weeks annually. Such military pay differential shall be the amount by which the employee's wages for the period, calculated on the basis of a work week up to a maximum of forty (40) hours, exceeds any pay received for such military training duty.



## **ARTICLE 36**

### **MATERNITY/PARENTING LEAVE**

**36.1** All bargaining unit employees whose regular work schedule is at least twenty (20) hours per week are eligible for paid parental leave benefits after completion of one year of service.

**36.2(a)** An employee who takes primary responsibility for the care of a newborn child or newly adopted child is eligible for six weeks leave with normal pay and benefits during the period immediately following the birth or adoption. Any holidays that fall within this six (6) week period will be considered as part of the paid parental leave and will not be carried forward to extend the paid period. In order to exercise the primary care giver benefit, an employee must complete an affidavit stating the employee is the primary person responsible for the care of the child. This policy depends on, and assumes the good faith of its participants. Leave benefits will be paid only for periods in which the employee would otherwise have worked and when the employee has made a commitment to, and does, return to their job following the leave. If an employee fails to return to work, repayment of salary and benefit costs must be made to College. Any paid leave banks will be applied to the time used and, if needed, reimbursement will be pro-rated proportionally.

**36.3** After the six weeks paid leave, the primary care giver may use any accrued vacation, personal leave time or floating holiday to continue a paid leave up to a maximum of twelve (12) weeks leave. If there is no accrued time in an employee's paid leave banks, the employee may continue an unpaid leave to maximum of twelve (12) weeks.

**36.4** College contribution to health, life, and disability insurance in which the employee is enrolled will continue for twelve (12) weeks to the extent provided by the Family and Medical Leave Act. In addition, retirement plan contributions will continue during any period of paid leave.

**36.5** The maximum combination of paid and unpaid parental leave is twelve (12) weeks. Primary care givers who are unable to work because of a disability which was caused by or contributed to by their pregnancy may request an extension. Any extension is subject to a one-year

limitation; however, the College reserves the right in any particular case to extend this privilege beyond one year.

**36.6** Employees with less than one year of service will be granted leave in accordance with state and federal guidelines.

All bargaining unit employees who are pregnant are entitled to an eight (8) week unpaid pregnancy leave if they have completed their initial probationary period and have given at least two (2) weeks' notice of their intended departure date. Employees who are incapacitated due to pregnancy may also use their accrued sick leave subject to the requirement of Article 17.

At the time pregnancy is confirmed, an employee who desires to continue their active employment must submit to the College a medical certificate from their physician stating that the employee is physically able to continue to work. Likewise, an employee returning from maternity leave must submit to the College a medical certificate from their physician indicating that the employee is physically able to return to work.

**36.7** Prior to the birth or adoption of a child, the employee will schedule a meeting with a benefits representative to discuss leave options. Following that meeting, the employee and supervisor will be provided an estimated summary of the parental leave and the return to work date. Upon birth or adoption, the employee will inform the College and dates for the parental leave will be adjusted if necessary. A revised document will be provided to the employee and supervisor, if necessary.

**36.8** If the employee fails to return to work on the date provided in the leave summary, or contact the employer, they will be considered to have voluntarily resigned.

## **ARTICLE 37**

### **HEALTH INSURANCE**

A. The College will continue to provide group health (for employee, spouse, same-sex domestic partners, and dependent children), life insurance, and long term disability insurance to all bargaining unit employees under the same policies and premium cost-sharing as are offered to all other College employees.

Employees will be provided with copies of plan descriptions and costs for these plans. In addition, employees may contact the Human Resources Department for further information.

B. Any time there are changes in costs, the union and employees will be made aware. If changes in Health Insurance are contemplated the College will convene a committee to review health insurance benefits, and a minimum of one housekeeper (chosen by the union) will be on the committee.

## **ARTICLE 38 DENTAL INSURANCE**

The College will extend dental insurance to housekeepers on the same basis (cost-sharing and coverage) as it extends to other College staff.

## **ARTICLE 39 WORKERS COMPENSATION INSURANCE**

All employees of Mount Holyoke College are covered by the Massachusetts Worker's Compensation Insurance Law which provides for partial income replacement and the payment of medical expenses incurred due to injury or illness arising out of and/or in the course of the performance of their authorized duties. Coverage is automatic upon employment, and the College assumes the total insurance cost of this coverage. You should note that any expenses resulting from a work-related injury (hospital or physician's charges, prescriptions, etc.) should not be submitted to medical insurance carriers (i.e. Blue Cross/Blue Shield), but to the Human Resources department.

It is essential that you immediately report to your supervisor all accidents of job-related injuries, no matter how minor, in order to protect your rights to appropriate benefits, to protect the College, and to assure the proper handling of claims. You must fill out forms immediately and forward them to the Human Resources Department for official filing. All incidents are reported to the College's Compensation Administrator, who has the responsibility for investigating all claims. Incidents resulting in lost time of five days or more are reported to the State Division of Industrial Accidents.

If you are entitled to Workers' Compensation benefits, the weekly compensation will be approximately 60% of your average weekly earnings (based upon the year prior to the date of injury), up to a set maximum which usually changes every year.

If you become eligible for Workers' Compensation benefits, you will continue to accrue sick leave and vacation for six months, and the college will continue to pay its share of your health insurance, dental insurance, long-term disability and group life insurance costs. At the end of the six-month period if you request an extension of your health, dental, long-term disability and life insurance benefits they will be continued for up to an additional six months provided you pay the full cost through COBRA.

Employees who are injured in the course of their work will receive their full base pay for the first five (5) work days, and the employee's sick leave accumulation will not be charged. If the injury results in Worker's Compensation payments, the Workers' Compensation check for the first week will be endorsed to the College by the employee and the employee, thereafter, will only receive Workers' Compensation payments until the employee returns to work.

If and when the employee has medical approval, the College can put the employee on a temporary light-duty assignment. When an employee is given a temporary light-duty assignment, the employee's salary will remain the same, as when they were on full-duty.

## **ARTICLE 40**

### **MEDICAL/DEPENDENT CARE REIMBURSEMENT**

The College will offer a flexible benefit plan that allows employees to select one or more non-taxable benefits according to Section 125 of the IRS Code. This plan enables employees to access these benefits from an after-tax to a pre-tax expense. For more information, contact the Human Resources Department.

## **ARTICLE 41**

### **TRANSPORTATION**

Employees will be reimbursed, at the current IRS rate, when using their vehicles for College business.

## **ARTICLE 42 WAGES**

### **42.1 Year one 7/1/21:**

Entry Rate: \$16.00/hour  
Mid-Rate: \$17/hour  
Working Rate: \$18.31/hour

### **Year two 7/1/22:**

Entry Rate: \$16.50/hour  
Mid-Rate: \$17.50/hour  
Working Rate: \$18.85/hour

Three step wage structure:

- New employees will be paid the entry rate.
- At the first anniversary date of employment, their salary rate will be adjusted to the mid-level rate in effect at the time.
- At their second anniversary date of employment, their salary will be adjusted to the working rate in effect at the time.

Upon Union ratification of the contract, the percentage increase for the bargaining unit will be 2.5% (7/1/21) for those employees not moving through the three steps wage structure noted above.

Year two; On 7/1/2022 the percentage increase for the bargaining unit will be 2.9% for those employees not moving through the three steps wage structure noted above.

The increases will be retroactive to 7/1/21 for all employees including summer help that still works at the College when the CBA is executed.

Thereafter, percentage increases in each subsequent year of the contract will be 1.5% or equal to the across the board percent increase approved for all other Mount Holyoke college staff employees whichever is larger.

If a Housekeeper leaves the College or the department and they return to the College/department within twenty-four (24) months (2 years) the Housekeeper shall return to the pay rate when they left or will make the working rate that all other Housekeeper are currently making, whichever is greater.

Summer hires will follow the same wage schedule above.

**42.2 Lead Housekeeper rate: \$22.30/hour.**

Subsequent wage increases for Lead Housekeeper will occur on the regular cycle of increases approved for other employees in the unit. A Housekeeper promoted to the Lead will be paid the Lead Housekeeper rate in effect at the time of promotion.

**42.3 Lead Housekeeper:**

It is the College's intention to regularly have two (2) employees who serve as Lead Housekeepers. Employee(s) promoted to the Lead Housekeeper classification will serve a six (6) month probationary period, with a three (3) month evaluation. There will be an opportunity for the Union to provide input and feedback prior to the three (3) month evaluation.

Employee(s) who move from the Lead Housekeeper classification will revert back to the hourly rate being received prior to being placed in the Lead Housekeeper classification. This rate will be adjusted by any across-the-board increases that were approved for other employees in the unit during the time in which the employee was in the Lead Housekeeper classification.

The two (2) Lead Housekeepers will have "float" work schedules.

The temporary Lead wage differential of \$1.80 per hour will be added to the base hourly rate of the Housekeeper placed in the temporary Lead Housekeeper classification. The temporary Lead Housekeeper will only receive this differential for hours worked.

If questions or concerns arise in relation to Lead Housekeepers they will be brought, as they have been in the past, to Labor/Management for discussion and resolution.

The above operational implementation plan is not intended to change managements rights with respect to assignments as Lead Housekeeper.

**42.4 Wage differential:** A \$1.25/hour differential for unusual circumstances. This differential will be paid only in the event the supervisory position is vacant for an extended period (e.g. more than five (5) work days) and when the most senior Lead Housekeeper is assigned by the College to fill in during that period. The College retains the right

to decide whether to make this assignment initially and to terminate the assignment at any time.

**42.5** All employees will have their paycheck directly deposited into any bank or credit union. Direct deposit amounts can be distributed among several (2 or 3) banking institutions and types of accounts, e.g., savings/checking.

**42.6** “Football/OT” The Housekeeping department is involved in the football schedule during the weekend hours between 6am-2:30pm for the purpose of emergency cleanup. All Housekeepers who are on the volunteer rotating list will be paid a minimum of three (3) hours of overtime pay for any time reporting to work.

## **ARTICLE 43 PENSION**

**43.1** All Housekeeping employees currently enrolled in the “Defined Contribution Retirement Plan”, will continue to participate in this plan under the same plan criteria as presently offered to other participants in the College.

**43.2** Any employee hired after or on July 1, 2012 will be enrolled in the Defined Contribution Retirement Plan. Current employees participating in the “Defined Benefit Retirement Plan” will have the option to continue to participate in this plan or may choose to enroll in the “Defined Contribution Retirement Plan”. If, an employee chooses the defined contribution plan the employee is no longer eligible to participate in the “Defined Benefit Retirement Plan”.

## **ARTICLE 44 TUITION PROGRAMS**

**44.1** The College agrees to offer Tuition Program (i.e. Tuition Waiver, Tuition Exchange, Employee Course Reimbursement) under the same policies and procedures as are offered to all other College employees.

**44.2** G.E.D. Program – The College agrees to provide reimbursement of up to a total of \$75.00 for costs associated with an employee’s successful completion of G.E.D. certification (including tuition for G.E.D.

preparation course, books(s) or exam fees). The employee may apply for such reimbursement upon attainment of a G.E.D. and documentation acceptable to Mount Holyoke College of costs incurred. The College will also consider on a case by case basis reimbursement to an employee an amount above \$75.00.

**44.3** As long as MHC has the program(s) available, the College will make language classes available to all Housekeepers who are interested.

## **ARTICLE 45 SCOPE OF AGREEMENT**

If during the term of this Agreement both parties agree to request that a waiver, modification, addition and/or deletion needs to be made, the parties may sit down to negotiate said changes. Otherwise, the specific express terms of this Agreement constitute the full Agreement between the parties.

## **ARTICLE 46 NO STRIKE/NO LOCKOUTS**

It is agreed by the parties that during the term of this Agreement, there shall be no strikes, stoppages, lockouts or picketing by the College and the Union or the employees.

## **ARTICLE 47 DURATION**

This Agreement will be in force and effect from **July 1, 2021**, through **June 30, 2023**.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals by their duly authorized representatives as of the day and year first above written.

### **For the Union**

Mary Roco  
Bozetka Bogumila  
Nancy Fish



Andrea Goodrich

**For the College**

Shannon Gurek

*[signatures on file]*